



Video Quality Control Services

## TERMS AND CONDITIONS

### 1. General

**1.1** Unless otherwise specifically and expressly agreed in writing by Amazing Video Quality Control Services Limited (hereinafter called "AVQC"), all services provided by Amazing Video Quality Control Services Limited are governed by the following general conditions of service, which prevail any purchase terms and conditions. We reserve the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this Terms of Use Agreement each time you view and use the Website.

**1.2** Services carried out by AVQC, on behalf of an entity or individual from whom the instructions to act have originated (hereinafter called the "Principal") will be carried out by using techniques and processes that permit an independent, impartial and objective approach. The end result of the Service will consist in a written and visual document (hereinafter called the "Report") communicating the collection of information AVQC has been requested to supply and will be delivered as a fax, a written document or an online report.

**1.3** No other party than the Principal shall be entitled to give instructions to AVQC, particularly on the scope of inspection or delivery of Report, unless so authorized by the Principal.

### 2. Provision of services

**2.1** AVQC in the capacity of an independent third party, supplies information in the form of ascertainment or recommendations for the special purpose of contributing to the prevention of the risks to which the beneficiaries of its services are exposed, and of helping them assure the quality of their products. AVQC's services (hereinafter called the "Services") consist of work performed by AVQC, including but not limited to :

- audit of factories ;
- production start inspections and quality control of the products ;
- During production inspections and quality control
- pre-shipment inspections and quality control ;
- If the Principal needs it and entitle AVQC to do it, Full Quality control Order Follow Up and Communication with Principal's China Supplier after the order has been placed to the China supplier

### 3. AVQC's obligations and undertakings

**3.1** AVQC expressly reserves the right to act at its own discretion in accepting or declining a request for service, and cannot be compelled to accept or be held liable for declining a request for services or for products:

- Falling out of its scope of activity or specialisation ;
- Presenting geographical accessibility problems, such as services to be rendered or products to be found in restricted or highly remote areas ;
- Requiring AVQC to obtain special permissions to operate such as governmental permissions.

**3.2** AVQC undertakes to supply the Services it has accepted to carry out in a professional and timely manner, in accordance with proper professional practice and in compliance with :

- The Principal's instructions when ordering the Service -, and in the absence of such instructions:
- Any relevant professional standard, trade custom, usage or practice ;
- Such methods as AVQC shall consider appropriate on technical, operational and/or financial grounds.

**3.3** AVQC shall exercise due care and skill in the selection and assignment of its personnel.

## **4. Principal's obligations and undertakings**

**4.1** To take all reasonable steps to assure AVQC has access to the site and materials on which Service will be based;

**4.2** To provide AVQC with all information and samples, as well as the documents necessary to complete requested Service, in a timely manner (and in any event not later than 48 hours prior to the desired intervention),except for generally available documents such as codes and standards, either directly or through suppliers or agents of the Principal ;

**4.3** To insure that adequate instructions and notice are given to AVQC in due time to facilitate proper performance for the Service requested;

**4.4** To advise AVQC of the date on which the Services are to commence, or to be resumed, and also of essential dates affecting the item(s) for which Services are being rendered;

**4.5** Generally to render all reasonable assistance to AVQC in providing necessary instructions, information, documents, safety and security information in connection with the working conditions, required equipment and access (as the case may be).

**4.6** Documents reflecting engagements between the Principal and third parties or third parties' documents - if received by AVQC - are considered to be for information only and do not extend or restrict the scope of the services or obligations accepted by AVQC.

## 5. Invoicing, fees and payment

### 5.1 Payment

Payment is expected online upon booking and prior to the performance of the Service. Should payment occur after the performance of the Service (or more than 24 hours after booking for Testing), an extra 5% charge will be added to the order pricing (same policy for online and offline payments).

AVQC offers 2 payment solutions

- Online payment: AVQC uses Paypal as online payment solution. Orders settled online are subject to payment of Paypal payment processing fees (see Paypal conditions on [www.paypal.com](http://www.paypal.com)).
- Offline payment: Invoices can be settled offline by bank transfer (T/T) or by Western Union. All the bank charges should be beared and paid by Principle. Otherwise they'll be added to Principle's next payment

**5.2 Cancellation charges :** we accept cancellation of booked services upon notice of the Principal 48 hours before the projected Inspection date. After this limit, the Services booked will be charged in full.

Moreover, in the case that no cancellation or reschedule of service has been notified to AVQC, by Principal or Principal China supplier, if AVQC arrives at inspection location and goods status does not allow AVQC inspector to perform inspection, the Services booked will still be charged in full.

In the case of an Order paid online and cancelled, AVQC will credit the buyer's Credit Card account with Paypal Refund solution.

In the case of an order paid by above mentioned offline solution, AVQC will refund the money on Principal designated company account, by bank T/T transfer. The possible bank charges invoiced by both AVQC and Principal's banks will be beared in full by Principle.

For Laboratory Testing (LT) orders, cancellation is not possible once payment has been made..

## 6. Liability and indemnification

### 6.1 Limitation of liability

**6.1.1** AVQC is neither an insurer nor a guarantor and disclaims such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

**6.1.2** Subject to the Principal's instructions as accepted by AVQC (as specified in the terms of reference), AVQC will issue the Report relating to the facts as recorded by it within the limits of

the instructions received and on the basis of the documents and information provided by the Principal (refer to #4 above), but AVQC is under no obligation to report upon any facts or circumstances which are outside the specific scope of its assignment.

**6.1.3** AVQC advice is given only in relation to documents and information provided by the Principal, and AVQC cannot be held liable if it has received incomplete or erroneous information.

**6.1.4** In the event of false information being given to AVQC by a third party, AVQC accepts no liability.

**6.1.5** AVQC undertakes to use its best efforts and to exercise due care and skill in the performance of its Services. and accepts liability only in case of negligence proven by the Principal. Nevertheless, AVQC is not the manufacturer or supplier of the goods sold to the Principal, and in case quality problems are found upon arrival of the goods in Principal's country, AVQC accepts no liability, because AVQC can not control what happens to the goods after the our inspections take place. If the Principal finds goods quality issues not mention in the Report provided by AVQC when goods arrive in Principal's country, the principle should complain only to either his direct China supplier or transportation company.

## **6.2 Indemnification**

**6.2.1** As mentioned above in 6.1.5, AVQC is not the direct goods supplier or goods handler of the Principal in China, and so AVQC can not be found responsible of any liability that would lead to the Principal's financial loss due to quality problems or any other problems linked to Principal's commercial agreement with his China direct goods supplier. This means that the Principal, when booking a service to AVQC, acknowledges that AVQC is only a third party quality control agent and can not be taken responsible for any quality problems found in the goods after the quality control service has been performed by AVQC, and so will never have to provide indemnification to the Principal

## **7. Termination of services**

AVQC shall be entitled to automatically either terminate and/or suspend provision of services in the event that :

**7.1** The Principal commits any material breach of its obligations under these terms and conditions and/or the terms of reference and (if such breach shall be capable of remedy) fails to make good such breach within ten (10) days of receipt of notice served by the Non-Defaulting Party (AVQC) requiring it so to do. Material breaches include, without limitation any willful and deliberate breach by the Principal of its obligations under clause 4 hereabove;

**7.2** The principal is insolvent or unable to pay its debts, in suspension of payments, or convenes a meeting of or compounds with its creditors or has a receiving order made against it

or (other than for the purposes of bona fide amalgamation or reconstruction) has an order made or a resolution passed for its winding up or for the appointment of an administrator to manage its affairs, business and property or has a receiver or administrative receiver appointed over any of its assets or undertaking or if AVQC takes or suffers any similar or analogous action in consequence of debt.

## **8. Miscellaneous**

**8.1** The Report will reflect findings of the Service at the time and place of Service. This Report does not discharge sellers and suppliers from their legal and/or commercial obligations towards the principle.

## **9. Applicable and Governing law, Jurisdiction and settlement of dispute**

**9.1** Unless otherwise provided, these terms and conditions shall be governed by and construed in accordance with Hong Kong Law.

**9.2** All disputes or differences of any kind whatsoever between the parties in connection with or arising out of the services shall be submitted to the non exclusive jurisdiction of the courts of Hong Kong.

## **10. Language**

These terms and conditions have been drafted in English. In case of discrepancy, the English version shall be controlling for all purposes